

Terms of Use Agreement

This “Terms of Use Agreement” creates a legally-binding contract between you (the User) and Dental Simulations, LLC. By interacting with the website, or utilizing material or services, you are automatically agreeing to be subject to the Terms of Use Agreement in their entirety, without modification.

Purpose of the Website

This is an educational website. The website (dentalsimulations.com) and its accompanying material is provided as an adjunct for teaching dental practice management. It is not designed as an independent study or single user program. Instead, it is intended as a classroom aid for Instructors within a dental school’s curriculum. You agree that you will use this web site and its accompanying material for your personal educational purposes.

Limitations

These simulations, while realistic representations of the operation of a typical dental practice, do not perfectly mimic a dental practice. Their purpose is to help you learn the business strategies involved in operating a dental practice. We do not intend the output to be used as actual pro forma statements, or for other practice planning purposes.

Students may find mathematical, computational, or other errors in the output of the associated computer programs. If this happens, you (the User) should notify your Game Administrator who will notify Dental Simulations. Corrections may not be implemented until we release future versions of the program.

Forbidden Activities

The User agrees that they will not do any of the following forbidden activities regarding the website and its accompanying material:

- leasing, selling, copying, sublicensing, transferring, or assigning any information, intellectual property, goods, or services provided on the site
- using the site for any illegal purpose
- gaining unauthorized access to the web site’s data or the data of other users
- altering, modifying, adapting, reverse engineering, decompiling, disassembling, or hacking the company’s intellectual property
- altering or modifying another website to falsely imply that it is associated with the company’s website,
- using or exporting the company’s information, products, or services in violation of U.S. export laws and regulations
- violating anyone else’s legal rights (for example, privacy rights) or any laws (for example, copyright laws) in the User’s jurisdiction
- using the website or the company’s services to transmit content that could be deemed unlawful, threatening, harassing, racist, abusive, libelous, pornographic, vulgar,

defamatory, obscene, indecent, or otherwise inappropriate, including any messages constituting or encouraging criminal conduct

- breaching, or attempting to breach, the website's security systems
- enabling third parties to violate the Terms of Use

Dental Simulations, LLC has the right to revoke or restrict the User's access to its website, material, or services in the event that the User violates the Terms of Use or any applicable law.

Service Interruptions and Updates

We try to make the website continuously available. However, we do not guarantee that the web site will work continuously, without interruption, or that it is free of input or programming errors. We reserve the right to make modifications in the web site. We may correct, alter, add or discontinue portions of the web site as we think appropriate to improve the appearance or function of the web site. In the event that you (the User) need to report a service issue, you can do so by informing your Game Administrator (Instructor or Professor) who will contact Dental Simulations.

Term and Termination

This Agreement shall be effective as of the date you (the User) accept the terms herein or first access, download, or use any of the services, material, or information on the site. The contractual relationship ends when your (the User's) term at your school of dentistry ends, or when you are no longer availing yourself of the site. Upon termination of the relationship, the User shall no longer be permitted to use or access any of the services, material, or information on the site.

Indemnification and Limitation of Liability

In the event that the User violates any of the Terms of Use or applicable laws, then the User is responsible for indemnifying the company for any losses or damages the company incurs as a result. Furthermore, Dental Simulations, LLC will not be held responsible for more than \$100 in connection with any claim involving the User.

Amendments

Amendments to the Terms of Use Agreement will only be effectuated by the mutual written consent of the company and the individual user.

Notices

Users can contact Dental Simulations, LLC: dave@dentalsimulations.com.

Dental Simulations, LLC Privacy Policy

All registration data is subject to our web site's Privacy Policy. The information that we collect from you includes your name, a password, an e-mail address, and the school that you attend. We will not share or sell this information to any third party. You are responsible for the proper use of this site, and for protecting the confidentiality of your e-mails, notifications, user identification and passwords. We may contact you through your e-mail about your simulation event or about updates or changes to the web site. All registration data is subject to our web

site's Privacy Policy. The information that we collect from you includes your name, a password, an e-mail address, and the school that you attend. We will not share or sell this information to any third party. You are responsible for the proper use of this site, and for protecting the confidentiality of your e-mails, notifications, user identification and passwords. We may contact you through your e-mail about your simulation event or about updates or changes to the web site. Dental Simulations, LLC's privacy policy can be found at: www.dentalsimulations.com/PrivacyPolicy.pdf